

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-122 A-5

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard, Chief of Homeless Services
Telephone Number	(909) 501-0644
Contractor	Aviah Hospitality, Inc. DBA Motel 6
Contractor Representative	Ramiro Alcala
Telephone Number	(831) 970-7570
Contract Term	January 1, 2021 through June 30, 2025
Original Contract Amount	\$3,233,540
Amendment Amount	\$123,193.48
Total Contract Amount	\$3,356,733.48
Cost Center	6210001000

IT IS HEREBY AGREED BETWEEN SAN BERNARDINO COUNTY AND AVIAH HOSPITALITY, INC, dba MOTEL 6 AS FOLLOWS:

AMENDMENT NO. 5:

It is hereby agreed to amend Contract No. 21-122, effective July 1, 2024, to extend the term of the contract through June 30, 2025 as follows:

I. Amend Paragraph 4 to read as follows:

4. Payments shall be paid by the County, from legally available funds and subject to California and Federal laws. The maximum amount of payment under this Contract shall not exceed \$3,356,733.48. Rental and meal payments are invoices monthly and shall be paid by the 15th day following the receipt of a non-disputed invoice. Allowable rates for each month during said term are as follows:

- Daily room rental amount: \$99.00 for one occupant
- Daily rate for each additional occupant: \$10.00 per person
- Up to 35 rooms
- Per Diem Meal Rate per Occupant \$35.00
- Payment Terms: Based upon use (hotel tax fees will apply based upon length of stay).

Occupants over 30 days will be exempt.

Payments shall only be made on the number of occupied rooms. Payments shall be made to the Owner at the address specified in Paragraph 6. Owner shall invoice County at the end of each month with all details County requires as specified in Exhibit C.

Last room availability – upon execution of this Contract, San Bernardino County holds a Last Room Availability which guarantees the County has a right to occupy a room under the contracted terms aforementioned.

II. Add Paragraph 46 to read as follows:

46. Campaign Contribution Disclosure (SB 1439) – Contractor has disclosed to the County using Exhibit E - Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for twelve (12) months after the County's consideration of this Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of contractor.

III. Add Paragraph 47 to read as follows:

47. Contractor acknowledges that because this Contract is funded by State and Federal funds, that it will comply with all applicable laws, regulations, and procedures regarding the Project Roomkey and ARPA funds.

Amend Exhibit B to read as follows:

1. The County shall, at its own expense, procure and arrange for security to be present at the Premises 12 hours a day (7pm to 7am) at a cost of approximately \$20,000 per month. Security shall assist with any occupant issues and shall perform rounds in the hallways, lobby, and outdoor portions of the Premises.
2. The County will make reservations directly to Premises, and personal ID will be required for check in verification. All reservations will be made for up to 90 consecutive days unless otherwise noted. The check-out date will be upheld by the Premises unless the County communicates an extension is needed. If such extension is requested by the County, notification will be sent within 24 business hours. Should an extension be needed by the County on a Saturday, communication with the Property Front Desk will be via phone call and email sent by the County to the Premises to verify the extension.
3. Occupants will stay a maximum of 90 days unless an extension is requested. It is the responsibility of the Property to notify the County if any rooms remain occupied after the 90th day.
4. The County will pay up to \$1,000.00 per room to Owner for Cleaning/Damage Fees. Payment of Cleaning/Damage fee will be made along with monthly invoices. Owner shall submit a separate invoice with proper documentation to the County. Proper documentation includes but is not limited

to photos of damage, invoices from 3rd party cleaners, or itemized lists of cleaning activities performed by hotel staff.

Add Exhibit E – Campaign Contribution Disclosure (SB 1439)

All other terms and conditions of Contract No. 21-122 remain in full force and effect.

COUNTERPART EXECUTION

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmissions), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

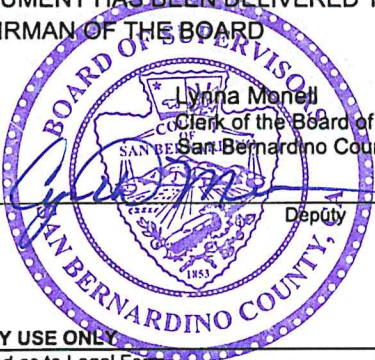
SAN BERNARDINO COUNTY

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



Aviah Hospitality, Inc. dba Motel 6
 (Print or type name of corporation, company, contractor, etc.)

By ► *Ramiro Alcala*
 (Authorized signature - sign in blue ink)

Name Ramiro Alcala
 (Print or type name of person signing contract)

Title Owner
 (Print or Type)

Dated: 6/12/24

Address 16868 Stoddard Wells Road
Victorville, CA 92394

COUNTY USE ONLY

Approved as to Legal Form
 ► Suzanne Bryant, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► Marcus Dillard, Chief of Homeless Services
 Date _____

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SAN BERNARDINO COUNTY

►

 Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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 CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

Aviah Hospitality, Inc. dba Motel 6
 (Print or type name of corporation, company, contractor, etc.)

By ► Ramiro Alcalá
 (Authorized signature - sign in blue ink)

Name Ramiro Alcalá
 (Print or type name of person signing contract)

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Address 16868 Stoddard Wells Road
Victorville, CA 92394

COUNTY USE ONLY

Approved as to Legal Form
 ► Suzanna Bryant
 Suzanne Bryant, Deputy County Counsel
 Date 6/14/2024

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► [Signature]
 Marcus Dillard, Chief of Homeless Services
 Date _____



EXHIBIT E

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: AVIAN Hospitality, Inc. DBA Motel 6
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: RAMIRO ALCALA
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
RAMIRO ALCALA, SARAI ALCALA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Ramin Aleak - 6/12/24